

**NEW MEXICO DEPARTMENT  
OF TRANSPORTATION**

**REQUEST FOR PROPOSALS**



**RFP No. 16-29**

**COURT MONITORING SERVICES**

**DECEMBER 2015**

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## I. ADVERTISEMENT

New Mexico Department of Transportation

RFP No. 16-29

Court Monitoring Services

The New Mexico Department of Transportation (NMDOT or Department) is requesting proposals from qualified firms or Offerors for the purpose of hiring a Contractor for court monitoring services, which will provide the Department with feedback on the effectiveness of current impaired driving laws and court procedures through the use of court monitoring personnel. The successful Offeror will provide regular reporting on impaired driving court cases as part of an effort to monitor and spotlight adjudication and sentencing practices for New Mexico judges. The goal of the Department is to maximize the effectiveness of the current laws and court practices, identify areas of strength as well as areas that may need improvement, and to further reduce motor vehicle related death and injury in New Mexico. Proposals shall be valid for ninety (90) days subject to all action by the New Mexico Department of Transportation. NMDOT reserves the right to reject any or all proposals in part or in whole. Proposals shall be submitted in a sealed container or envelope indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container or envelope. **All proposals must be received and recorded by the Procurement and Facilities Management Division, NMDOT, 1120 Cerrillos Rd., Rm. #103, Santa Fe, NM 87504, no later than 2:00 P.M. (Mountain Standard Time) on Thursday, January 14, 2016.**

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Proponents of this work shall be required to comply with the President's Executive Order No. 11246 as amended.

Request for Proposals will be available by contacting Vanessa Ytuarte by telephone at (505) 827-5492, or by email at [Vanessa Ytuarte@state.nm.us](mailto:Vanessa.Ytuarte@state.nm.us) or by accessing NMDOT's website at: [http://dot.state.nm.us/en/RFP\\_Listings.html](http://dot.state.nm.us/en/RFP_Listings.html).

**ANY PROPOSAL SUBMITTED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.**

Publish on December 6, 2015

## **II. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of this request for proposal is to solicit services to provide the New Mexico Department of Transportation (NMDOT or Department) with feedback on the effectiveness of current impaired driving laws and court procedures through the use of court monitoring personnel. The successful Offeror will provide regular reporting on impaired driving court cases as part of an effort to monitor and spotlight adjudication and sentencing practices for New Mexico judges. The goal of the Department is to maximize the effectiveness of the current laws and court practices, identify areas of strength as well as areas that may need improvement, and to further reduce motor vehicle related death and injury in New Mexico.

### **B. SCOPE OF WORK**

The selected Offeror shall perform the services as specified below:

1. Monitor, gather information, and report back to the Department on a minimum of 250 impaired driving court cases per year, utilizing a court monitoring information storage system. The cases shall primarily be from courts in the counties of Bernalillo, Santa Fe, Doña Ana, McKinley, San Juan and Rio Arriba. However, the Department may request the offeror to monitor cases in other counties as well.
2. Develop and implement a court monitoring information storage system. At minimum, the information stored shall include the following:
  - a) basic case information, such as defendant's name and location of arrest;
  - b) charges filed against the defendant, including citation number, case number, and circumstances surrounding the arrest;
  - c) arraignment information, such as location, court date, plea entered and disposition;
  - d) pretrial hearing information, such as location, court date;
  - e) sanctions, including deferred sentences, DWI school or other alternative sentencing or condition the court may impose;
  - f) comparisons to impaired driving sanctions in other jurisdictions within the State;
  - g) name of court, judge, district attorney and defendant's counsel; and
  - h) documentation of personal observations related to the case.

The Offeror shall adhere to all storage, retention and security practices required by law for sensitive data, as well as any requirements prescribed by the Department.

3. Provide a minimum of one project manager, who will provide general oversight for the project and serve as the main point of contact for the Department.
4. Provide appropriate staff responsible for on-site monitoring of court proceedings.

5. Maintain management oversight and office staff sufficient to support the project manager and other staff assigned to this project.
6. Develop and implement a training curriculum for staff working on this project. The training curriculum must be approved by the Department in advance, and must at minimum include instruction on proper use of the collection system, information on current impaired driving laws, and information on general operations of courts.
7. Provide monthly reports on a format prescribed by the Department.
8. At minimum, schedule and attend quarterly meetings with Department staff.
9. Develop an evaluation plan to measure the effectiveness of this project.
10. Provide a cost proposal for the scope of services. The cost proposal shall include costs necessary to meet the minimum 250 court cases/year as well as a cost proposal to meet any additional requested court cases up to 500/year total.

C. SCOPE OF PROCUREMENT

The Department intends on establishing a contract with a two (2) year term, however the Department, at its discretion, may renew the contract on an annual basis for an additional two (2) years. In no case will the contract, including any and all renewals thereof, exceed a total of four (4) years in duration from the date of the initial Agreement.

D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Vanessa Ytuarte  
Procurement and Facilities Management Division  
New Mexico Department of Transportation  
1120 Cerrillos Rd., Rm #103  
Santa Fe, NM 87504  
Ph. (505) 827-5492  
Fx. (505) 827-5555  
Email: Vanessa.Ytuarte@state.nm.us

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other NMDOT employees do not have the authority to respond on behalf of the Agency.

## E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“Agency”, “Department” or “NMDOT” means the New Mexico Department of Transportation.

“Close of Business” means 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful Offeror who enters into a binding contract.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the Agency management to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Offeror” is any person, corporation, institution of higher education, or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Procurement Services Bureau” means the Procurement Services Bureau, Office of Business Support, New Mexico Department of Transportation.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.



### III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

#### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	NMDOT	12/06/15
2.	Distribution List Response Due	Offerors	12/18/15
3.	Deadline to Submit Additional Written Questions	Offerors	01/05/16
4.	Response to Written Questions/RFP Amendments	NMDOT	01/07/16
5.	Submission of Proposal (Due <b>2:00 p.m. MST</b> )	Offerors	01/14/16
6.	Proposal Evaluation	Evaluation Committee	January 2016
7.	Selection of Finalists	Evaluation Committee	January 2016
8.	Oral Presentation by Finalists (If applicable)	Offeror	Jan/Feb 2016
9.	Best and Final Offers	Offeror	Jan/Feb 2016
10.	Finalize Contract	Offeror/NMDOT	February 2016
11.	Contract Award	NMDOT	February 2016

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issue of RFP

This RFP is being issued by the New Mexico Department of Transportation.

2. Distribution List Response Due

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See "Appendix B") to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on **December 18, 2015**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on **January 5, 2016**. All written questions must be addressed to the Procurement Manager (See Section II, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on **January 7, 2016** to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than one (1) day after the answers and/or amendments were issued.

5. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MST ON JANUARY 14, 2016.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, Paragraph D.

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **RFP #16-29, Court Monitoring Services for the New Mexico Department of Transportation**. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by the Agency. This process will take place during the month of **January 2016**. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors in the month of **January 2016**. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Oral Presentations will be determined at that time.

8. Oral Presentation by Finalists (if applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time and location for each Offeror presentation. Presentations, if required, will be held in **January/February 2016** and will be limited to one (1) hour in duration.

9. Best and Final Offers From Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers in **January/February 2016**. Best and final offers may be clarified and amended at the finalist Offeror's oral presentation.

10. Finalize Contract

The contract will be finalized with the most advantageous Offeror in the months of **February 2016**. In the event that mutually agreeable terms cannot be reached within the time specified, NMDOT reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

11. Contract Award

NMDOT anticipates awarding the contract in the months of **February 2016**. These dates are subject to change at the discretion of the Agency.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

12. Right to Protest

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protest must be delivered to:

New Mexico Department of Transportation  
Procurement and Facilities Management Division  
Attn: Richard Martinez, Director  
1120 Cerrillos Rd., Room #103  
Santa Fe, New Mexico 87504

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978 and NMAC 1.4.1.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VI of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with NMDOT. NMDOT will make contract payments only to the prime Contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal. Major subcontractors must be identified by name and their qualifications must be included as an attachment to the proposal. The prime Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Certifications and Licenses

Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:

Corporations:

- File Articles of Incorporation with the Public Regulation Commission and record with the County pursuant to NMSA 1978, Section 53-4-6.
- Name of registered agent pursuant to NMSA 1978, Section 53-5-2.
- Certificate of Authority from the Public Regulation Commission indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, Sections 53-17-6 and 53-17-8.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Limited Liability Companies:

- Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or partnership that is located in New Mexico.
- File an Application for Registration with the Public Regulation Commission to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Public Regulation Commission to conduct business in New Mexico.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Limited Partnerships:

- Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-2-1 through 54-2-48.
- File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

General Partnerships:

- File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Sole Proprietorships and Joint Ventures:

- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

6. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. NMDOT personnel will not merge, collate, or assemble proposal materials.

7. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals.

9. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the NMDOT Procurement Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This procurement in no manner obligates the Agency or any of its programs to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

11. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the Agency.

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

13. Legal Review

NMDOT requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

14. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

15. Prohibited Bidding

Pursuant to Section 10-16-13 NMSA 1978 no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a state agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

16. Consent to Jurisdiction and Venue

If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the Agency, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Santa Fe County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

17. Basis for Proposal

Only information supplied by NMDOT in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

18. Contract Terms and Conditions

The Contract between NMDOT and the Contractor will follow the format specified by the Agency and contain the terms and conditions as set forth in "Appendix A" (Contract Terms and Conditions for Federal Funding). NMDOT reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Contract. In the event the Offeror's proposal conflicts with the RFP, the RFP governs, and, in the event the Agreement conflicts with the proposal, the Agreement governs. Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in "Appendix A", that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to NMDOT and will result in disqualification of the Offeror's proposal.



Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

19. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with NMDOT.

20. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between NMDOT and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

21. Contract Negotiations

Contract negotiations may be held in accordance with applicable provisions of 1.4.1.39 NMAC Procurement Code Regulations.

22. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

23. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

24. Change in Contractor Representatives

The NMDOT reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the NMDOT, meeting its needs adequately.

25. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

26. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

27. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

28. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the NMDOT.

29. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the NMDOT.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the NMDOT's written permission.

30. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

31. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the NMDOT, the version maintained by the NMDOT shall govern.

32. Disclosure of Campaign Contributions

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See “Appendix C”) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed unaltered form will result in disqualification.

33. Employee Pay Equity Reporting

Each Offeror submitting a proposal shall comply with the requirements of Executive Order 2009-049, New Mexico Pay Equity Initiative. **The Executive Order and required forms can be obtained from the following link:**

[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

**Failure to submit these forms will deem the proposal non-responsive.**

If the offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, offeror must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

Should offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract.

Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

34. Disclosure Regarding Responsibility

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- A. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public ( federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- C. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- D. Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.
  - 1. Taxes are considered delinquent if both of the following criteria apply:
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- E. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts.

If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer.

If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause.

Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

35. Conflict of Interest; Governmental Conduct Act.

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

#### **IV. RESPONSE FORMAT AND ORGANIZATION**

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their proposal to the location specified in Section II, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Offerors are strongly encouraged to limit their proposals to a maximum of thirty (30) pages. Exclusions to this limitation will be the letter of introduction, table of contents, covers, dividers, resumes, other information, i.e., letters of appreciation, etc., and acknowledgement of amendments (if applicable).

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Mandatory Specifications
- e) Response to NMDOT Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Other Supporting Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in the cost response section.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) be signed by the person authorized to contractually obligate the organization;
- g) acknowledge receipt of any and all amendments to this RFP.

## V. SPECIFICATIONS

### A. Information

The contract is scheduled to begin in or around February 2016. NMDOT intends on awarding a contract with a two (2) year term with the option to extend for an additional two (2) years.

### B. Mandatory Specifications

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements will deem your proposal non-responsive.

#### 1. Offeror's Company Experience

Offerors shall submit company information including the name of the principal member or officer of the firm who will be responsible for the administration of the contract and a statement of relevant company experience, including experience of subcontractors, if applicable. Offerors should submit a thorough response to each of the following specifications.

- a. Offerors shall include an overview of the company including a summary the company's history including the history of subcontractors, if applicable. The overview shall include the type of organization, location of headquarters and other offices, number and location of employees and a description of types of services offered.
- b. Offerors should include in their proposals documentation describing the extent of their knowledge, experience, and expertise as a provider of professional services for court monitoring and any other traffic safety related issues.
- c. Offerors should thoroughly describe any tools or techniques that may be used on the project.
- d. Offerors should include in their proposal copies of any appropriate professional certifications and/or other documented credentials.

#### 2. Offeror's Proposed Personnel Experience and Qualifications

Offerors shall submit resumes of all proposed professional staff members, including any subcontractors, who will be performing services under this Agreement.



Experience narratives shall be attached that describe the specific relevant experience of the staff members and subcontractors, if any, in relation to the role that member will perform for this Agreement. The narrative(s) shall include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials.

### 3. Project Plan

Offerors shall submit a thorough project plan as part of the proposal. At a minimum, the project plan shall include a narrative description of the Scope of Work, the approach the firm will use to accomplish the Scope of Work and a milestone chart including tasks to be performed, the time frame and proposed staff members, including subcontractors, designated for the completion of each task. The project plan shall include a detailed description of the electronic tracking system that will be used.

### 4. Customer Service and References

Offerors shall provide detailed information concerning their customer service policies and practices, and shall provide at least three (3) external references from clients who received similar services. The minimum information that must be provided about each reference is:

- a. Name of the individual, agency, or company that received the services
- b. Physical address of the individual, agency, or company
- c. Web address of the individual, agency, or company
- d. Name of contact person
- e. Telephone number and email address of contact person
- f. Description of the type of services provided and dates when they were provided

### 5. Evaluation Plan

Offerors shall submit an evaluation plan that includes a method to measure the effectiveness of this project including identifying elements that are working well and elements that may need improvement.

### 6. Cost

Offerors must submit a proposed cost methodology to fulfill the scope of services as described in Section II.B of this request for proposals. Your cost proposal may be in the form of hourly rates (by title or classification), cost per case or any other reasonable format that may be considered by the NMDOT.

Proposed costs shall not include applicable gross receipts tax but must include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

Cost proposals/methodologies must also identify any additional costs, such as direct costs, travel and meals, or any other related expenses that you as the Contractor would require reimbursement for in order to fulfill the desired scope of work.

The NMDOT, at its discretion, may negotiate the final cost/rate structure for reimbursement of services and related expenses, which will be incorporated into the final contract with the selected Offeror.

7. Completed Campaign Contribution Disclosure Form

Offerors shall submit with their proposals a completed Campaign Contribution Disclosure Form (“Appendix C”) with their proposal.

8. New Mexico Employees Health Coverage Form

Offerors must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See “Appendix D”)

9. Employee Pay Equity Reporting (Paragraph III.C.33)

Offerors submitting a proposal shall comply with the requirements of Executive Order 2009-049, New Mexico Pay Equity Initiative. **The Executive Order and required forms can be obtained from the following link:**

[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

Contractors with less than 10 employees are exempt from the reporting requirements unless 8 or more individuals are in the same job classification.

Contractors with 8 or more employees in the same job classification are required to comply with the Executive Order.

***If your firm is exempt from the Employee Pay Equity Requirements a statement must be submitted in this section of your proposals indicating that your firm is exempt from the reporting requirements.***

## VI. EVALUATION

### A. Evaluation Factors/Points

The NMDOT will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate evaluators.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

EVALUATION FACTORS	POINTS AVAILABLE
1. Offeror's Company Experience	20
2. Offeror's Proposed Personnel Experience and Qualifications	20
3. Proposed Project Plan	40
4. Customer Service and References	10
5. Quality of Proposed Evaluation Plan	10
<b>Total Maximum Allowable Points</b>	<b>100 Points</b>

### B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.22.
4. Responsive proposals will be evaluated on the factors in Section VI that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the NMDOT, taking into consideration the evaluation factors in Section VI and successful negotiations, will be recommended for contract award as specified in Section III, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.

## **APPENDIX A – CONTRACT FOR FEDERAL FUNDING**

**Contract No.  
Vendor No.  
Project No.  
Control No.**

### **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF NEW MEXICO, NEW MEXICO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “Department,” acting through its Secretary, and \_\_\_\_\_, hereinafter referred to as “Contractor.”**

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

**The Contractor agrees to perform the following professional services:**

**COPY THE SECTION FROM SCOPE OF WORK HERE**

**Services shall be performed and be completed satisfactory to the Department with the instructions provided by the Department. The Contractor shall provide and charge only for those services requested by the Department. No services may be contracted except as agreed upon in advance by the parties to this Agreement.**

**Upon execution of this Agreement, the Contractor shall commence work at the Department’s request and services shall conform to the description of services as set forth herein or as hereafter mutually agreed to in writing.**

**2. Payment Provisions.**

**The Department shall compensate the Contractor based on the rates and costs set forth as follows:**

a. **Rates.** The Contractor agrees to perform billable work at the following rates per hour:

b. **Compensation.** Total compensation during the term of this Agreement shall not exceed \$ , unless otherwise agreed to in writing by the parties hereto, which amount includes ☐ does not include ☐ applicable gross receipts taxes during the term of this Agreement. The Department will not compensate the Contractor for services or other deliverables provided prior to the full execution of the contract, after the expiration of the contract, or in excess of the maximum dollar amount of the contract, unless the maximum dollar amount is duly amended prior to providing the services or deliverables.

c. **Payment of Invoice.** Payment shall be made to the Contractor upon receipt of a detailed invoice on a monthly or quarterly time frame applicable for satisfactory work completed and accepted by the Department, unless the Contractor receives verbal or written notice that the invoice is inadequate.

d. **Acceptance.** The Contractor's satisfactory completion of this Agreement shall be a prerequisite for final payment. Final payment, including any retainage, shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

Within fifteen days after the date the Department receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the Department finds that the services or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice

from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

e. Payment of Taxes. The Contractor is responsible for making payment of gross receipts taxes to the New Mexico Department of Taxation and Revenue unless Contractor is exempt from payment of taxes.

### **3. Approval of Contractor Personnel.**

Once work has started, changes of personnel will not be made by the Contractor without the prior written consent of the Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in

familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

**4. Effective Date and Term.**

This Agreement shall not be effective until executed by the Secretary of the New Mexico Department of Transportation. The term of this Agreement is from the execution date of the Agreement and shall terminate on XXXXXXXX, 2017, unless terminated pursuant to Section Five of this Agreement. The Department shall have the option of extending the Agreement. In no event shall the total term of the Agreement, including extensions, exceed four (4) years.

**5. Termination.**

The Department has the option of canceling this Agreement by giving thirty (30) days written notice to the Contractor. Upon receipt of the "Notice of Cancellation," the Contractor shall immediately suspend any further work unless otherwise directed by the Department in writing. By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination of this Agreement. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

Either party may terminate the Agreement for cause based upon any material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the

**breaching party a reasonable opportunity to correct the breach.**

**If within thirty (30) days after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, the breaching party has not begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effectively immediately. The non-breaching party shall retain any and all other remedies available to it under law.**

**6. Status of Contractor.**

**The Contractor and its agents and employees are independent Contractors performing professional services for the Department and are not employees of the Department. The Contractor and its agents and employees shall not have use of Department State vehicles or any other benefits afforded the Department employees as a result of this Agreement.**

**7. Permits, Licenses, and Insurance.**

**Contractor warrants, covenants and represents that (entity name) is properly organized under the laws of the State of New Mexico, and is in good standing to do business in the State of New Mexico. The Contractor shall procure all permits and licenses, and insurance as required by law and pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Agreement may be canceled effective immediately.**



**8. Assignment.**

**The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Department.**

**9. Subcontracting.**

**The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Department.**

**10. Records and Audit.**

**The Contractor agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for inspection by the State.**

**11. Appropriations and Authorizations.**

**The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by the Department to the Contractor.**

**The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are available shall be**

accepted by the Contractor and shall be final.

**12. Release.**

The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers, and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

**13. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Department.

**14. The Product of Service; Copyright.**

All materials developed or acquired by the Contractor shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced in, whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

However, it is understood that some of the materials utilized in this project have previously been copyrighted by the Contractor.

**15. Conflict of Interest.**

The Contractor warrants that it presently has no interest and shall not acquire any

interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act, the New Mexico Financial Disclosures Act and the campaign disclosure provisions of the Procurement Code. The Contractor has completed a Campaign Contributions Disclosure Form which is attached to this Agreement as Exhibit 1.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the term of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Civil Rights Laws and Regulations Compliance.**

The Department and Contractor shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. The Department and Contractor further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with

Disabilities Act of 1990, Executive Order 12898, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60). Accordingly, 49 CFR 21 is applicable to this Agreement and incorporated herein by reference.

**18. New Mexico Employees Health Coverage**

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

- (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
- (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
- (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:  
<http://insurenwnewmexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

**19. Employee Pay Equity Reporting**

**Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).**

**For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.**

**Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.**

**Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.**

**Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.**

**20. Disadvantaged Business Enterprise (DBE) Program and Policy.**

**a. Recipient/Contractor Assurances:** Each contract the Contractor enters into with a construction contractor, design contractor, other contractor or recipient on a USDOT-assisted project shall ensure that such contract and subcontracts shall include the following assurances:

(1) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The Department shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and the administration of USDOT-assisted contracts. The Department's DBE Program, as required by 49 CFR 26 and as approved by USDOT, is incorporated herein by reference and made part of this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

(2) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The recipient shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts.

Failure by the recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate.

**b. DBE Program Obligations:** This contract does not have a specific race conscious DBE goal assigned to it. However, the Department is required to meet a race neutral DBE goal of 5.26% for federal-aid airport projects. Accordingly, the Department encourages the Contractor to facilitate small business and DBE participation on this contract and to take all reasonable steps to eliminate obstacles that may preclude their participation.

**c. Provision of DBE Program Information:** The Contractor shall provide any requested DBE related information or data to the Department's project manager or to the Department's Office of Equal Opportunity Programs.

**21. Notice.**

The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, or kickbacks in the procurement of this Agreement. In addition, the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, as amended, imposes civil and criminal penalties for its violation.

**22. Applicable Law.**

The Laws of the State of New Mexico shall govern this Agreement.

**23. Contractor's Liability.**

Contractor shall defend, indemnify and hold harmless the Department, acting through its agents, representatives and employees, from and against liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and the cost of appellate proceedings) arising out or resulting from the negligence, act, omission or default of the Contractor, its agents, representatives or employees; provided that such indemnification shall not extend to liability, claims, damages, losses or expenses, including

**attorney's fees arising out of: (1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications by the Department or the agents or employees of the Department: or (2) The giving of or failure to give directions or instructions by the Department, where such giving of or failure to give directions or instructions by the Department is the primary cause of bodily injury to persons or damages to property.**

**24. Severability.**

**In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.**

**25. Merger.**

**This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement.**

**No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.**

**26. Amendment.**

**This Agreement shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto.**



**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written above.**

**NEW MEXICO DEPARTMENT  
OF TRANSPORTATION**

**BY** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**CABINET SECRETARY OR DESIGNEE**

**Insert Contractor's full name here**  
**CONTRACTOR**

**BY** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(Insert Contractor's name here, and title, if any)

**Approved as to form and legal sufficiency by the Department's Office of General Counsel.**

**BY** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**ASSISTANT GENERAL COUNSEL**

**I hereby certify that \_\_\_\_\_, tax identification number \_\_\_\_\_, is registered with the New Mexico Taxation and Revenue Department for payment of gross receipt taxes.**

**TAXATION AND REVENUE DEPARTMENT**

**BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

## APPENDIX B: ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals No. 16-29

Court Monitoring Services for the New Mexico Department of Transportation

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Appendix D.

The acknowledgement of receipt should be signed and returned to the Procurement and Facilities Management Division, NMDOT, by the close of business on **December 18, 2015**. Only potential Offerors who elect to return this completed form will receive copies of RFP amendments, if any are issued. The following information will be used for all correspondence related to this Request for Proposals.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Please return completed form to the name and address listed below.**

**Vanessa Ytuarte**  
**New Mexico Department of Transportation**  
**Procurement and Facilities Management Division**  
**PO Box 1149, Room #103**  
**Santa Fe, New Mexico 87504-1149**  
**Ph. (505) 827-5492**  
**Fx. (505) 827-5555**  
**E-Mail: [Vanessa.Ytuarte@state.nm.us](mailto:Vanessa.Ytuarte@state.nm.us)**

## APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **APPENDIX D: NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:
  - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwmxico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror:\_\_\_\_\_Date\_\_\_\_\_